

## SOFTWARE LICENSE TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. **“Authorised User”** means the natural person providing services to the Client (either directly from Mecalux or through a Reseller) within the framework of its organisation, such as employees, collaborators, partners or individuals in a similar capacity. The use of the Software, even to provide services to the Client, by individuals other than Authorised User (for example, by an outsourcer or another contractor of the End User), is subject to Mecalux’s prior and express consent, which may refuse consent at its sole discretion. The Client shall remain liable to MECALUX for compliance for any breach of these Terms by said third parties.
- 1.2. **“Client”** means the organisation or entity licensing the Software, either directly from Mecalux or through a Reseller, and agreeing to these Terms and the associated Documentation. The Client is responsible for appointing and managing its Authorized Users and possesses the legal capacity to be bound by these Terms.”
- 1.3. **“Documentation”** means the functional and technical documentation related to the use of the Software provided by Mecalux to the Client as a reference for its implementation and operation.
- 1.4. **“Export Laws”** means all applicable import, export control and sanction laws in the jurisdictions where the Client has licensed the Software, for which the Client is responsible for ensuring compliance.
- 1.5. **“Mecalux”** means Mecalux, S.A. or any of the entities that Mecalux, S.A. directly or indirectly controls, holding the majority of the voting rights, the capacity to appoint and dismiss the majority of its management body, or any other form through which Mecalux effectively exercises control over the entity.
- 1.6. **“Proposal”** means the document or documents detailing the commercial offer for the Software, whether in the form of a “Purchase Order”, “Offer”, “Order Form” or any other similar, which incorporates these Terms and Conditions.
- 1.7. **“Reseller”** means the organization or entity authorized by Mecalux to market the Software to the Client under the terms and conditions established in these Terms. The Reseller is obligated to ensure that Client fully accepts these Terms and Conditions before using the Software and may not modify or add conditions that alter or contradict the provisions of these Terms in any other commercial or technical document entered into between the Reseller and the Client.
- 1.8. **“Software”** means any software tools or applications provided by Mecalux to the Client specifically to enable access and use of the software.
- 1.9. **“Subsidiary”** or **“Affiliate”** means any legal entity over which the Client, directly or indirectly, holds control, a majority of shares or voting rights, or controls its management bodies.
- 1.10. **“Third-Party Software”** means any software tools or applications owned by third parties provided by Mecalux to the Client as part of the Software.
- 1.11. **“Terms and Conditions”** or **“T&Cs”** refers to this document.
- 1.12. **“Territory”** refers to the country, location or geographic place where the Client is situated.

### 2. SCOPE AND TERMS OF USE

- 2.1. **License of use:** Subject to compliance with these Terms and Conditions (including Export Laws), Mecalux grants the Client a personal, non-transferable, non-exclusive license to use the Software and Documentation for use by the Client solely for the internal business operations as described in the Proposal and limited to the Territory. Unless otherwise agreed on the Proposal, this license is granted indefinitely, provided the Client uses the Software in accordance with these Terms and Conditions.

- 2.2. **Software installation restrictions:** The Software may only be installed at the Client's agreed location and/or for the number of Authorized Users included in the Proposal. If the Client downloads the Software from the Internet, it shall be understood, unless otherwise agreed, that the authorised location is the computer on which the download is made. Changes in location must be previously reported in the event that the Client wishes to change the location of the Software. If the change of location entails exporting the Software outside the Territory, written prior authorization from Mecalux is required.
- 2.3. **Terms of use:** The Client shall not reproduce, modify, enhance, develop updates or make any adaptations to the Software (including bug fixes). Likewise, the Client shall not decompile, disassemble, reverse engineer, reverse manage or otherwise manipulate the Software to obtain its source code or for any other purpose. The Client agrees to use the Software solely for the purpose described in the Proposal and in accordance with these Terms and Conditions and the Documentation. The End User may make only one (1) backup copy of the Software, to which all provisions of this Agreement shall apply.
- 2.4. **Use of the Software by Subsidiaries:** Use of the Software Subsidiaries is subject to (i) identification of the subsidiaries in the Proposal; (ii) Client's guarantee that Subsidiaries will comply with the Proposal, the Documentation, these Terms and Conditions and any other obligation to which the Client is subject; and (iii) breaches by the Subsidiary shall be considered breaches by the Client, who shall be liable to Mecalux in the same way as if the Client had breached its obligations.
- 2.5. **Trial period:** If explicitly agreed in the Proposal, the Client may use the Software on a trial basis for a limited period indicated by Mecalux under these Terms. Mecalux shall not offer any liability or warranty with respect to the Software during this period, expressly excluding any type of indemnity or liability for the use of the Software by the Client. Once the agreed trial period has elapsed, if the Client does not wish to continue using the Software, it must immediately cease its use, return all copies and documentation to Mecalux and, if applicable, completely delete the Software from any hardware or medium on which it is installed.

### **3. CLIENT OBLIGATIONS**

- 3.1. **Client obligations:** The Client and Authorised Users are obligated not to do the following: (i) make the Software or Documentation available to unauthorised third parties or as otherwise set forth in the Proposal or these Terms and Conditions; (ii) send or store code that may damage or affect the Software (including, by way of example, malicious code and malware); (iii) deliberately interfere with or alter the integrity of the Software or the data contained therein; (iv) use the Services to provide services to third parties, except as expressly permitted by the Proposal; (v) assign, rent, lend, sublicense, give or otherwise transfer the Software or any rights to the Software to any third party, (and if the End User guarantees the fulfilment of any obligation with the use of the Software, the guaranteed party shall in no case have the right to use or transfer the Software); (vi) use the Software to cause damage, such as overloading or creating multiple agents to alter a third party's operations, or (vii) eliminate or modify any program trademarks or any notification of the proprietary rights of Mecalux or its licensors.
- 3.2. **Verification of compliance:** Mecalux may, at its own expense, verify compliance with the obligations and restrictions of use accepted by the Client, as well as with the provisions of the Proposal and its Terms and Conditions. The Client shall cooperate and provide Mecalux, or third parties designated by Mecalux, with any information requested by them, including access to the equipment and systems that are related to the Software and are necessary to carry out said verification. If the result reveals inappropriate use of the Software, Mecalux shall notify the Client and shall require it to rectify any issues detected in the verification process within a period of thirty (30) days. Failure to fully or partially rectify any of these deficiencies shall constitute grounds for termination of the Proposal.

### **4. MAINTENANCE AND SUPPORT**

- 4.1. **Maintenance:** Provided that the maintenance service is included in the Proposal, Mecalux will (a) make reasonable efforts, at the Client's request, to detect and correct any faults or malfunctions of the Software that may affect its essential operation as described in the Proposal and its

Documentation; and (b) provide, at the Client's request, updates to the Software that, in Mecalux's judgement, help maintain or improve its essential functionalities. Actions necessary to implement any improvements or new functionalities may be subject to additional costs depending on their complexity and the level of customisation of the Software implemented in the Client's facility or facilities. These costs will be quoted separately in response to the Client's request. Upgrades performed as part of maintenance will become part of the Software and, therefore, subject to these Terms and Conditions.

4.2. **Support:** Provided that the support service is included in the Proposal, Mecalux shall provide the Client with support according to the modality included in the Proposal, for the purpose of (i) resolving any questions or issues relating to the Software, the terms of the Proposal or the Documentation that have not been resolved in the Documentation itself or during the training sessions for key users designated by the Client; or (ii) carrying out the necessary corrective actions requested by the Client with regard to the Software.

## 5. SERVICE-LEVEL AGREEMENT

5.1. **Service-level agreement:** The incident management process includes response and mitigation times as described in the Proposal. Mecalux will make reasonable efforts to meet the times outlined in the Proposal; in the event that these times are repeatedly not met, Mecalux may offer the Client a discount on future contracts (including maintenance and/or support services) related to the use of the Software (which under no circumstances may exceed 10% of the amounts to be invoiced). The discount shall be the sole remedy available for failure to meet the support times described in the Proposal.

5.2. **Usage statistics:** Mecalux regularly collects statistical information related to the performance, operation and use of the Software for the following purposes (i) to facilitate its operation and fulfil its obligations as outlined in the Proposal and these Terms and Conditions; (ii) to assist the Client in resolving any questions or issues related to the use of the Software, its maintenance, support and the fulfilment of the service levels described; and (iii) research, development and improvement of the Software (using, where appropriate, the information in an aggregated and/or anonymised manner if required by applicable legislation).

## 6. VALIDITY

6.1. **Effective date and initial duration:** These Terms and Conditions are valid from the time the Proposal is in force.

6.2. **Suspension:** Mecalux may suspend the use of the Software if it considers that (i) there is a significant threat to the functionalities, security, integrity or availability of the Software or any information hosted within it; or (ii) there are well-founded suspicions that the Client is using or has used the Software to carry out illegal activities. The suspension shall last for the period strictly necessary for Mecalux to verify the reason for the suspension and take appropriate action.

## 7. PRICE

7.1. **Price:** The Client shall pay the fees and prices included in the Proposal. Unless expressly stated otherwise, prices and fees do not include value-added taxes on goods and services, sales and any other applicable taxes (in addition to any duties) payable by the Client.

7.2. **Payment to third parties:** If specifically agreed in the Proposal, the Client shall pay the fees and prices to the Reseller, who will be responsible for managing the payment to Mecalux. In the event of non-payment, Mecalux reserves the right to claim directly from the Client any amounts unpaid by the Reseller to Mecalux that are due to the Client's failure to pay.

## 8. CLIENT DATA AND PROCESSING OF PERSONAL DATA

8.1. **Client data:** The Client is responsible for any content, materials, data and information (in text, image, audio, video or photographic format) that Authorised Users enter into the Software and that is not owned by Mecalux, and shall be liable for any infringement related to them, granting Mecalux a non-

exclusive right to process and use them in order to provide the Software in accordance with the provisions of the Proposal and the Terms and Conditions.

8.2. **Personal data:** Through the use of the Software and as part of the services described in the Proposal, Mecalux may access and process personal data owned by the Client. In the event that Mecalux processes personal data on behalf of and for the Client, access to and processing of this data shall be governed by the Data Processing Addendum, incorporated by reference to these Terms and Conditions and available at: [https://www.mecalux.com/software-license/data-processing-addendum\\_UK\\_EN](https://www.mecalux.com/software-license/data-processing-addendum_UK_EN).

## 9. INTELLECTUAL PROPERTY

9.1. **Ownership of the Software:** Mecalux retains all intellectual and industrial property rights related to the Software.

9.2. **Comments, suggestions and modifications:** The Client may make comments or suggestions regarding the Software at any time. Mecalux may, at its discretion, consider, evaluate and/or use any of these comments and/or suggestions to formulate its plan for developing new Software functionalities without restriction, compensation or attribution to the Client of any benefit or right.

## 10. THIRD-PARTY SOFTWARE

10.1. **Third-Party Software license:** The Client may receive a license to use Third-Party Software as part of the Software. Where Third-Party Software license is provided under any additional terms and conditions, or licensed under any open-source licensing model, the Client agrees to comply with the applicable Third-Party Software license terms, which shall prevail over these Terms. The updated list of relevant Third-Party Software, along with their applicable license terms, is available at [https://www.mecalux.com/software-license/third-party-software\\_EN](https://www.mecalux.com/software-license/third-party-software_EN). The Client is responsible for reviewing and complying with the Third-Party Software license agreements applicable to the Software. Any breach by the End User of any of the provisions related to Third-Party Software shall be considered a breach of the Proposal and the Terms and Conditions in their entirety and may result in termination thereof by MECALUX.

10.2. **Restrictions on use:** In addition to the other provisions of these Terms and Conditions, the following conditions apply to the license of the Third-Party Software: (i) The Third-Party Software provided by MECALUX is subject to the same provisions as the Software under the Proposal and these Terms and Conditions; it is provided under a restricted use license and may only be used in conjunction with the rest of the Software; the Client is not permitted to install, modify or configure the Third-Party Software separately and independently from the Software, nor may to access the Third-Party Software directly, except through the Software; (ii) Ownership rights to the Third-Party Software remain with the respective third parties licensors of Mecalux; under no circumstances does the Client acquire ownership of the Third-Party Software or any title to it or any exploitation rights therein; (iii) The Client is prohibited from removing or modifying any trademarks or any notices of proprietary rights that appear in the Third-Party Software; (iv) To the extent permitted by applicable law, the Client shall indemnify the third-party owners of the Third-Party Software against any and all damages — direct or indirect, incidental, special, punitive or consequential — and any loss of profits, revenue, data or data usage arising from the use of the Third-Party Software; (v) The client is prohibited from publishing the results of any benchmark or test bed tests performed on or affecting the Third-Party Software; (vi) The Client shall not require any third party rights holder in the Third-Party Software to perform any obligations or incur any liabilities not provided for in these Terms and Conditions; (vii) The Client acknowledges that some Third-Party Software may include source code provided to the Client as part of the standard delivery thereof; such source code shall be governed by the terms applicable for the Third-Party Software; (viii) When third-party technology is necessary or appropriate for use together with any Third-Party Software, it shall either be specified in the Software documentation or otherwise notified to the Client by Mecalux; said third-party technology is licensed to the End User only for use with the Software under the terms of the third-party license agreement specified in the Software documentation or, if applicable, under the conditions indicated by Mecalux; (ix) Upon request by a Third-Party Software licensor, Mecalux may provide the licensor with a copy of these Terms and Conditions and any related document containing information about

the Third-Party Software, including, but not limited to, Client's name, licensed Third-Party Software, number of Authorised Users, license level, the license grant details and any license metrics definitions, with any confidential or proprietary information removed; (x) The Client expressly agrees, except where a maintenance or support service have been agreed upon, that it shall not rely on the future availability of any programs and/or services from Third-Party Software holders; (xi) The Client shall not make use of any APIs, which may be provided with or as part of the Third-Party Software; (xii) Third-Party Software holders shall be considered third-party beneficiaries of these Terms and Conditions.

10.3. **Cooperation with third parties:** The End User may not remove or modify any trademarks or distinctive signs appearing in the Software relating to Third-Party Software or any proprietary notices of such Third Parties. Where the Software includes Third-Party Software, the Client authorises Mecalux to communicate the results of any audits conducted to verify the use of the Software by Authorised Users to the owners of said Third-Party Software. Mecalux may also, at its discretion, transfer its right to conduct the audit of its own programs to these third-party owners. In any case, neither Mecalux nor the owners of Third-Party Software shall be liable for the costs that the End User may incur by cooperating in the audit.

## **11. WARRANTIES**

11.1. **Software warranty:** Mecalux guarantees that the Software will function as described in the Documentation for a period of twelve (12) months from the start date of the license to use the Software. Mecalux does not guarantee that the Software will be free of errors or interruptions, or that it will correct all possible errors identified or that the Software will meet the Client's requirements or expectations. The Software is offered in its current state ("as is"), and, consequently, Mecalux does not guarantee the absence of issues related to its performance, operation or security that arise from its performance or its interaction with Client Data or Third-Party Software, or for any use or operation by third parties not related to or acting on behalf of Mecalux.

11.2. **Warranty use:** During the warranty period, in the event of a deviation, deficiency or anomaly in the operation of the Software as described in the Proposal or in the Documentation, the Client shall, within thirty (30) days of becoming aware of it, notify Mecalux in writing to activate the warranty. The notification must include, at a minimum, the details of the deviation, deficiency or anomaly; the context in which it occurs; and all information relevant to analysing the request. Once the deviation, deficiency or anomaly has been verified, Mecalux may choose, at its discretion, to (i) make reasonable efforts to repair or replace the Software; or (ii) revoke the Software license and refund the Client the prorated proportional share of the price or fees for the period the Client did not benefit from the Software. In the event that the deviation, deficiency or anomaly is related to Third-Party Software, Mecalux may, in addition, seek alternative solutions such as replacing the Third-Party Software with another that performs essentially the same functionality.

11.3. **Warranty exclusions and limitations:** EXCEPT FOR THE FOREGOING LIMITED WARRANTIES AND TO THE EXTENT NOT PROHIBITED BY LAW, MECALUX MAKES NO WARRANTY ON THE SOFTWARE AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. THE WARRANTY DOES NOT APPLY TO DEVIATIONS, DEFICIENCIES OR ANOMALIES CAUSED BY ACCIDENT, MISUSE OR ANY USE NOT COVERED IN THE PROPOSAL OR THE DOCUMENTATION. THE REMEDIES DESCRIBED IN THIS CLAUSE SERVE AS THE SOLE REMEDY OF THE CLIENT, WHICH WAIVES ANY CLAIMS FOR BREACH OF WARRANTY THAT ARE NOT MADE WITHIN THE WARRANTY PERIOD.

## **12. INDEMNITY**

12.1. **Indemnity by Mecalux:** Mecalux shall indemnify and defend the Client with respect to any claims related to the Software or the Documentation, as well as the amounts resulting from a final court ruling (including legal costs and lawyers' fees), to the extent that they infringe any valid patent, copyright or registered trademark of a third party, or unlawfully affect a third party's trade secrets within the jurisdiction in which the Client is authorised to use the Software. Mecalux may, at its discretion and at its own cost and expense: (i) offer the Client the right to continue using the Software without disturbance; (ii) repair, modify or replace the Software to eliminate the infringement; or (iii) terminate the Proposal and the Terms and Conditions by providing thirty (30)

days' notice, refunding any amounts paid in advance for the license to use the Software or Maintenance as described in the Proposal.

- 12.2. **Indemnity by the Client:** The Client shall indemnify and defend Mecalux with respect to any claims related to the Software or the Documentation, as well as the amounts resulting from a final court ruling (including legal costs and lawyers' fees), to the extent that the Client's Data or any other actions by the Client with regard to the Software infringe any valid patent, copyright or registered trademark of a third party, or unlawfully affect a third party's trade secrets.
- 12.3. **Indemnification requirements:** The indemnification rights granted to each Party require: (i) prompt notice of any claim against the Party seeking indemnification; (ii) except to the extent prohibited by law, the indemnifying Party to have sole control of the defence strategy against the claim; and (iii) the Party seeking indemnification to provide reasonable assistance in defending the claim.
- 12.4. **Indemnification exceptions:** Mecalux shall have no obligation to indemnify the Client in the event of claims regarding the intellectual or industrial property of the Software or Documentation, to the extent that such claims arise as a result of the following: (a) a combination of the Software with other products, materials or services not reasonably foreseeable by Mecalux and provided that said infringement or claim could have been avoided in the absence of said combination; or (b) the infringement has its origin in the implementation of specifications or requirements stipulated by the Client for a specific functionality when (i) the infringement or claim could have been avoided in the absence of said functionality, (ii) the functionality is not present in the Software and (iii) no other way to implement the functionality is available.
- 12.5. **Limitation of indemnity:** THE FOREGOING PROVISIONS SET FORTH THE COMPLETE LIABILITY AND OBLIGATIONS OF EITHER PARTY WITH RESPECT TO INFRINGEMENT AND CLAIMS, AND THE EXCLUSIVE REMEDY OF EITHER PARTY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR CLAIM OF ANY INTELLECTUAL PROPERTY, INDUSTRIAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

### **13. TERMINATION AND LIABILITY**

- 13.1. **Early termination:** These Terms and Conditions shall expire upon termination of the Software license and by mutual agreement of the Parties. The Terms and Conditions, together with the Proposal and the other Documentation, may be terminated early as set forth in the Proposal, including termination for breach of the Terms and Conditions. Upon termination for any reason, the Client shall immediately cease using the Software.
- 13.2. **Liability:** The Software is provided exclusively in its current state ("as is") and has been designed in accordance with general criteria for use in multiple business environments. It is not developed to meet any specific purpose, usage expectation or requirement of the Client. Mecalux shall not be liable if the Software does not meet the Client's particular expectations or if it does not respond to a use or purpose not expressly included in the Documentation and the Proposal. Unless expressly agreed, Mecalux shall not be required to make any modifications, adaptations, additional developments or customizations to the Software, nor shall it be responsible for adapting it to the Client's particular needs or ensuring compatibility with specific hardware, operating systems or technological environments. In addition to the liability regime included in the Proposal, which is applicable to the Software, Mecalux shall not be liable for the loss of Client Data resulting from use other than that specified in the Software Documentation. The Client is responsible for taking the necessary actions to prevent loss, corruption or alteration of its data.

### **14. MISCELLANEOUS**

- 14.1. **Entire agreement:** These Terms and Conditions, together with the Proposal and the Documentation, constitute the entire agreement between the Parties regarding the use of the Software and supersede and render void any other prior or contemporaneous verbal or written documents, agreements or statements relating to the Software.
- 14.2. **Independence of the Parties:** Both Parties acknowledge that they are independent companies and that these Terms and Conditions do not constitute a partnership, franchise, joint venture, agency or employment relationship of any kind.

- 14.3. **Assignment:** Without the prior written consent of Mecalux, the Client may not assign, delegate or otherwise transfer these Terms and Conditions or any right or obligation contained herein. Mecalux may assign its contractual position among the companies belonging to its business group.
- 14.4. **Changes or amendments to the Terms and Conditions:** As the Software evolves, Mecalux may improve or modify any provision contained in the Terms and Conditions or in the Documentation affecting the Software. Likewise, Mecalux may have to update, change or modify the Software due to a change to the Third-Party Software. Mecalux shall inform the Client, through the communication mechanism agreed between the Parties, of any amendment of these Terms and Conditions at least thirty (30) days before such changes take effect. If the Client does not indicate otherwise, the amendment shall be deemed accepted by the Client at the end of the notice period, and the new version of the Terms and Conditions shall become the effective agreement between the Parties regarding the Software. The Client may object to an amendment of these Terms and Conditions if the amendment degrades or materially affects Mecalux's essential commitments or the functionalities of the Software, which will result in the termination of these Terms and Conditions at the end of the notice period. The latest version of the Terms and Conditions in force shall be the one available through the link indicated to the Client in the Proposal.
- 14.5. **Invalidity or unenforceability of the Terms and Conditions:** If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the invalidity or unenforceability will not affect the remaining provisions contained in these Terms and Conditions.
- 14.6. **Non-waivability:** Failure to exercise or waive any obligation or right under these Terms and Conditions shall not be deemed a waiver of any other obligation or right.